

<i>SERFF Tracking Number:</i>	<i>TRVD-125641063</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>St. Paul Medical Liability Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-04-0107</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Comm. Auto Required Endorsement - Arkansas</i>		
<i>Project Name/Number:</i>	<i>Form Submission/2008-04-0107</i>		

Filing at a Glance

Company: St. Paul Medical Liability Insurance Company

Product Name: Comm. Auto Required SERFF Tr Num: TRVD-125641063 State: Arkansas

Endorsement - Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0003 Other

Co Tr Num: 2008-04-0107

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Susan Boettcher, Nancy Sigstad

Disposition Date: 05/14/2008

Date Submitted: 05/09/2008

Disposition Status: Approved

Effective Date Requested (New): 06/02/2008

Effective Date (New): 06/02/2008

Effective Date Requested (Renewal): 06/02/2008

Effective Date (Renewal): 06/02/2008

State Filing Description:

General Information

Project Name: Form Submission

Status of Filing in Domicile: Not Filed

Project Number: 2008-04-0107

Domicile Status Comments: None

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 05/14/2008

State Status Changed: 05/14/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your state, we respectfully submit this filing.

This filing has been approved for St. Paul Fire and Marine, St. Paul Mercury, St. Paul Guardian, Athena Assurance Company and St. Paul Protective Insurance Companies under SERFF Tracking #TRVD-125633216. We inadvertently omitted the St. Paul Medical Liability Insurance Company and we would like to coordinate the effective date to be June

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2, 2008, the same effective date as the previous companies approved.

By this submission, we propose to place on file our revised Commercial Auto Required Endorsement - Arkansas, Form No. 44032 Rev. 4-08 to replace Rev. 12-93. This endorsement will be attached to all Plain English policies that provide monoline Commercial Auto Insurance in Arkansas.

This form has been revised in response to ISO Circular LI-CA-2007-116 and 129. We added a section that revises the Other Insurance section of the Auto or Garage Liability Protection and Uninsured and Underinsured Motorists Protection. This new section reflects the requirement that every motor vehicle liability, bodily injury, physical damage and uninsured and underinsured motorists coverage is provided on a primary basis to vehicles rented or leased from a rental company and operated by the insured individual and its occupants for a period not to exceed 90 days.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Susan Boettcher, Regulatory Analyst	SBOETTCH@travelers.com
385 Washington Street	(651) 310-8441 [Phone]
St. Paul, MN 55102	(651) 310-4361[FAX]

Filing Company Information

St. Paul Medical Liability Insurance Company	CoCode: 41750	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-1435766	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 - form filing

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Per Company:	No		

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TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0003 Other
Product Name: Comm. Auto Required Endorsement - Arkansas
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Medical Liability Insurance Company	\$50.00	05/09/2008	20190266

<i>SERFF Tracking Number:</i>	<i>TRVD-125641063</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/14/2008	05/14/2008

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Disposition

Disposition Date: 05/14/2008

Effective Date (New): 06/02/2008

Effective Date (Renewal): 06/02/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Commercial Auto Required Endorsement - Arkansas	Approved	Yes

SERFF Tracking Number: TRVD-125641063 State: Arkansas

Filing Company: St. Paul Medical Liability Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-04-0107

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Comm. Auto Required Endorsement - Arkansas

Project Name/Number: Form Submission/2008-04-0107

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Auto Required Endorsement - Arkansas	44032	Rev. 4-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 44032 Rev. 12-93 Previous Filing #:		44032_____ 2008-04-01____BITM. PDF

COMMERCIAL AUTO REQUIRED ENDORSEMENT ARKANSAS

This endorsement changes your policy to comply with, or otherwise respond to, Arkansas law.

Therefore, each change made by this endorsement applies only to the extent:

- required by Arkansas statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside Arkansas, each change that's made to comply with Arkansas statutory or regulatory law applies only if, and to the extent, your policy provides coverage for autos registered or mainly garaged in Arkansas and such statutory or regulatory law applies to such coverage.

Table of Contents	Page	
Cancellation	1	during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end.
Auto Or Garage Physical Damage Protection	2	How we can cancel policies in more than 60 days. If your policy has been in effect more than 60 days, or is a continuation or renewal policy, we can cancel only for the following reasons.
Auto Or Garage Liability Protection And Uninsured Motorists	2	
Coverage For Temporary Substitute Autos	2	
Other Terms	2	

Cancellation	
The Cancellation section of the General Rules is replaced by the following.	
You can cancel this policy in whole or part at any time.	
How the first named insured can cancel. To cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date the coverage is to end. The first named insured will get a refund for the unused premium less a charge for early cancellation. However, we'll keep at least \$100.00. If the policy premium is \$100.00 or less, no refund will be made.	
If the policy only covers snowmobiles or golfmobiles, we'll keep either \$100, or the amount shown in the Coverage Summary, whichever is more.	
If the policy covers an auto with a mounted amusement device, we'll keep the whole premium charged for the amusement device, and at least \$100 for the auto that the device is attached to.	
How we can cancel policies in effect 60 days or less. If your policy has been in effect 60 days or less, we can cancel for any reason	
	1. Nonpayment of premium.
	2. Fraud or misrepresentation. We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative knowingly committed fraud or made a material misrepresentation.
	3. Change in the risk. We can cancel if, after we have issued or renewed your policy, a material change occurs in the risk we're protecting that increases the hazard we're insuring against.
	4. Breaking local law. We may cancel this policy if you violate any local fire, health, safety, or building law that involves any covered property if doing so increases the hazard we're insuring against.
	5. Breaking the rules of this policy. We may cancel this policy if you violate any of this policy's rules.
	6. Nonpayment of membership dues. We can cancel this policy if you don't pay membership dues. But only if paying these dues was a condition for our issuing this policy.
	If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured. We'll also send a copy of the notice to any person or organization named in the Coverage Summary as having an interest in covered Property. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will

end. If we cancel for any other reason, we'll send the notice at least 20 days before coverage will end. The notice will state the reason for cancellation.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro-rata basis. If the first named insured cancels the policy, the refund will be less than pro-rata. We'll use our customary short rate procedure in figuring your refund amount. Also, we explain the minimum amount that we may keep in the section above entitled "How the first named insured can cancel." Please refer to that section for specific details.

Auto Or Garage Physical Damage Protection

If your policy includes Auto or Garage Physical Damage Protection, the following is added to the Deductibles section of your agreement.

The collision deductible shown on the auto schedule won't apply if:

- the policy covers your auto for both Uninsured Motorists and Collision coverage; and
- the loss is caused by an uninsured vehicle as defined in your Uninsured Motorists Protection; and
- the owner or driver of the uninsured vehicle has been definitely identified and is the only driver at fault.

Auto Or Garage Liability Protection And Uninsured Motorists

If your policy includes Auto or Garage Liability Protection or Uninsured And Underinsured Motorists Protection, the following is added to the Other Insurance section of your agreement.

If there are two policies providing liability insurance that applies to a covered auto in a given accident and this policy provides coverage to a protected person who:

- is in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the auto to an individual;
- is a duly licensed automobile dealer loaning an auto as a temporary replacement to a person whose auto is out of use because of its breakdown, repair or servicing; or
- is a duly licensed automobile dealer and loans the auto out for use a demonstrator auto; and

the other policy provides coverage to a person who is not working for, and not employed by a business described above, then the following rule applies.

If at the time of the accident, a person who is not working for, and not employed by a business described above is operating an auto provided by a business described above then the other policy is primary and this policy is excess over any coverage available to such person.

Coverage For Temporary Substitute Autos

Your Auto or Garage Liability Protection and Uninsured And Underinsured Motorists Protection is broadened to include, as a covered auto, any auto that is loaned to you as a temporary substitute with or without a charge by someone who's in the business of repairing autos.

Temporary substitute means an auto used in place of a covered auto because:

- it broke down; or
- it's being serviced or repaired.

If your policy includes Auto or Garage Physical Damage Protection, any such temporary substitute auto will automatically be covered for the same Comprehensive and Collision coverage that applies to your other owned covered autos.

Other Terms

All other terms of your policy remain the same.

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Rate Information

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 05/14/2008

Comments:

Attachments:

NAIC SPMLIC Transmittal Doc.pdf

NAIC Form Filing Schedule.pdf

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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This form has been revised in response to ISO Circular LI-CA-2007-116 and 129. We added a section that revises the Other Insurance section of the Auto or Garage Liability Protection and Uninsured and Underinsured Motorists Protection. This new section reflects the requirement that every motor vehicle liability, bodily injury, physical damage and uninsured and underinsured motorists coverage is provided on a primary basis to vehicles rented or leased from a rental company and operated by the insured individual and its occupants for a period not to exceed 90 days.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	Arkansas Check #: EFT Amount:
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

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FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-04-0107		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Commercial Auto Required Endorsement-Arkansas	44032 Rev. 4-08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	44032 Rev. 12-93	None Given
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		